



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



February 17, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH CITY OF INDUSTRY FOR USE OF A
2008 FORD F-150 PICK-UP TRUCK FOR INDUSTRY SHERIFF'S STATION
YOUTH ACTIVITIES LEAGUE PROGRAM
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

The purpose of this document is to enter into a bailment agreement contract for the use of a 2008 Ford F-150 pick-up truck, which will be provided by the City of Industry. The primary use of this vehicle will be for the Los Angeles County Sheriff's Department (Department), Industry Sheriff's Station personnel assigned to the Youth Activities League Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the City of Industry for the use of a 2008 Ford F-150 pick-up truck, at no cost to the County, effective upon your approval and terminating in six years or when mutually agreed upon.
2. Approve the County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The City of Industry will provide repairs and maintenance service for the vehicle.

A Tradition of Service

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Kevin Radecki, City Manager, City of Industry Administrative Offices, 15651 East Stafford Street, City of Industry, California 91744, for the generous loan and use of this vehicle.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Industry wishes to loan the use of a 2008 Ford F-150 pick-up truck, Vehicle Identification Number 1FTPW12598FB39032, for exclusive use by Department personnel assigned to the Industry Sheriff's Station Youth Activities League Program.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2, for Service Excellence and Workforce Excellence. The truck will enhance both the quality and productivity of services provided by the Industry Sheriff's Station Youth Activities League personnel.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner and the City of Industry will hold title as the legal owner of the vehicle. All liability insurance will be provided and paid for by the Department. The Department will provide all fuel. All general maintenance and repairs necessary for the daily operation of the vehicle will be provided by the City of Industry.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six years. However, the vehicle will be returned to the City of Industry when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the Department and the City of Industry have mutually agreed upon the termination of this bailment and five days advance written notice for the return of the vehicle is given.

CONTRACTING PROCESS

See the attached Bailment Agreement for detailed information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


There is no impact of current County services.

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CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the Agreement to the Communications and Fleet Management Bureau, Attention: Sandra Engelbart, 1277 North Eastern Avenue, Los Angeles, California 90063.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

**BAILMENT CONTRACT
BETWEEN THE COUNTY OF LOS ANGELES
AND THE CITY OF INDUSTRY**

This Bailment Agreement (Agreement) is made and entered into this 17TH day of FEB. 2009, by and between the County of Los Angeles, hereinafter referred to as "COUNTY," and the City of Industry.

1. **Bailment of Property:** City of Industry hereby bails a 2008 Ford F-150 pick-up truck, Vehicle Identification Number 1FTPW12598FB39032 which is hereby referred to as the "Vehicle," for the exclusive use of the Los Angeles County Sheriff's Department (Department).

2. **Term of Bailment:** The term of this agreement shall be for six years commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY has the right to inspect said Vehicle prior to acceptance. The City of Industry shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. The City of Industry shall provide all maintenance, service, and repairs necessary for the daily operation of the vehicle at no cost to COUNTY. The City of Industry shall pay and provide for normal service required to maintain the vehicle in good working order and condition, provide proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. The COUNTY will provide, install, and maintain all required law enforcement equipment, including but not limited to voice radios, lights, sirens, and graphics on the vehicle. All required law enforcement equipment installed by COUNTY shall be removed from the Vehicle prior to return of the Vehicle to the City of Industry.

4. **Indemnification:** COUNTY agrees to indemnify and defend City of Industry from any and all liability, losses, or damages the City of Industry may suffer and from any claims, demands, costs, or judgments against the City of Industry arising out of COUNTY's use or operation of the City of Industry's Vehicle. This indemnification does not extend to any liability (1) resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions, (2) resulting from City of Industry's failure to provide all necessary and/or scheduled maintenance, service, or repair to the Vehicle, or (3) resulting when the City of Industry provides or performs the necessary and/or scheduled maintenance, service, or repair to the Vehicle negligently or at less than industry standards.

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5. **Titles:** Legal title to the Vehicle is, and shall at all times, remain in the name of the City of Industry. COUNTY, through the Department, shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by COUNTY to any persons other than the City of Industry without the City of Industry's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the City of Industry to inspect the Vehicle or otherwise observe it such times and locations as mutually agreed upon. COUNTY shall provide the City of Industry with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as the City of Industry or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the City of Industry to the COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to City of Industry at its place of business, except at times when the City of Industry has regained temporary possession of the Vehicle for purposes of providing the necessary and/or scheduled maintenance, service, and/or repair.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the Vehicle except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle or those damages that occur

at times when the City of Industry has regained temporary possession of the Vehicle for purposes of providing the necessary and/or scheduled maintenance, service, and/or repair.

In the event of damages to the Vehicle, COUNTY shall notify the City of Industry to that effect and follow such instructions that the City of Industry may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City of Industry's agreement as to such condition), COUNTY shall properly notify the City of Industry thereof and hold any wreckage for disposal by the City of Industry. With respect to any loss, theft or damage to the Vehicle, COUNTY and the City of Industry shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination**: Either party may terminate this Agreement by giving five days advance written notice. Upon termination of this Agreement, COUNTY shall immediately return the Vehicle to the city of Industry.

11. **Amendments**: No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices**: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

City of Industry
Attn: Kevin Radecki, City Manager
City of Industry Administrative Offices
15651 E. Stafford Street
City of Industry, CA 91744

13. **Independent Contractor**: This Agreement is by and between COUNTY and the City of Industry and is not intended, and shall not be construed, to create the

relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the city of Industry. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City of Industry agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The City of Industry represents and warrants that the person executing this Agreement for the City of Industry is an authorized agent who has actual authority to bind the city of Industry to each and every term, condition, and obligation of this Agreement and that all requirements of the City of Industry have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this agreement will be binding unless modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.


[Continued on following page for signatures]

IN WITNESS WHEREOF, each parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the date first indicated above.

COUNTY OF LOS ANGELES

CITY OF INDUSTRY

By 
Chairman, Board of Supervisors

By 
Kevin Radecki, City Manager

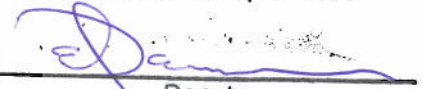
Attest: Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By 
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

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APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By 
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 FEB 17 2009


SACHI A. HAMAI
EXECUTIVE OFFICER